IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO. 858 OF 2004
IN
Summary SUIT NO. 2655 OF 2004

Mohammed Raza Aksari . .... Plaintiff
vs.
Tayyeabali Ebrahimji Dhorajiwala and ors. ... Defendants

D. M. Vora for Plaintiffs
DI.M. H. Solkar for defendants

CORAM: S. U. KAMDAR J.

Date: 28/9/2005

P.C.

The present suit is filed for the recovery of a sum of Rs. 2,00,000/- on dishonoured cheque. The agreement under which the said amount is advanced is at Exhibit A to the plaint. The cheque has been admittedly dishonoured. Learned advocate for the defendants contends that in view of the fact said agreement Exhibit "A" is in-sufficiently stamped and as such the suit is not maintainable. Even if I ignore the said agreement the suit is still maintainable under order XXXVII Rule 2 CPC on the basis of a dishonoured cheque and therefore there is no merit in the said contention.

2. At this stage learned advocate for the defendants on instructions from defendant no.1 states that defendant is willing to pay a sum of

Rs.2,50,000/- as full and final settlement of the suit claim on installments of Rs.10,000/- per month commencing from 1st November 2005 and Rs.10,000/- on first day of each succeeding months. Accordingly there shall be a decree on admission for Rs.2,50,000/- . In the event of two defaults there the Plaintiff will be at liberty to execute the said decree. If the amount is paid as directed herein above the decree will be marked satisfied. Suit as well as Summons for Judgment disposed of accordingly.

Refund as per rules.

(S. U. KAMDAR J.)